

TERRE HAUTE WIPES OUT GRAFFITI
REQUEST, WAIVER, RELEASE, & INDEMNIFICATION

I, _____, swear and affirm that I am the deed
(Printed Name)
owner of property located at _____ (hereinafter
(Address of Property)
“property”), such property has been previously vandalized in the form of painted graffiti on the
_____ (identify location of graffiti on
property to be removed, i.e. garage door, siding on south side of house, etc.).

By completion and submission of this Request, Waiver, Release and Indemnification, I am requesting and authorizing the City of Terre Haute, its employees, officers, volunteers, and agents (hereinafter “City”) to remove painted graffiti from my property. Such removal of graffiti will be done by painting over the graffiti. I understand that time and resources are limited and my property may not be chosen for this program. I acknowledge and am aware that the paint color(s) used by City will not be an exact match to the paint color(s) currently on my property and that only the graffiti markings will be painted over – not the entire structure or even the entire side of a structure.

I am aware of the inherent risks and dangers associated with these activities. I voluntarily assume all risks and dangers associated with this activity. I understand that it is not the function of the City employees, officers, volunteers, and agents participating in this program to serve as guardians of my safety.

For myself, my heirs, executors and assigns, I release, discharge and acquit the City of Terre Haute or any of its employees or officers from any and all liability for damages of any nature whatsoever, whether foreseen or unforeseen, and including property damage, personal injury or death which may result from this activity.

Further, I hereby agree to save and hold harmless the City and all of its employees, officers, volunteers, or agents from any claim for any damages of any nature, including property damage, personal injury or death, made by me, my family, my estate, my heirs or assigns arising out of this activity.

I further state that I am of lawful age and legally competent to sign this release; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document as my own free act.

CAUTION - THIS IS A FULL AND FINAL RELEASE!!! READ BEFORE SIGNING.

Dated this _____ day of _____, 2009.

Signature